## WE DAY CONTEST

## OFFICIAL CONTEST RULES AND REGULATIONS

Open to residents of Ontario ONLY

NO PURCHASE NECESSARY. CONTEST IS VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW. SEE ELIGIBILITY SECTION BELOW FOR FURTHER DETAILS. TO COMPLETE YOUR ENTRY YOU MUST READ AND AGREE TO THE FOLLOWING TERMS. PARTICIPATION IN THIS CONTEST CONSTITUTES FULL AND UNCONDITIONAL AGREEMENT AND ACCEPTANCE OF THESE CONTEST RULES.

**NO PURCHASE NECESSARY:** The We Day Contest (the "Contest") is sponsored by Stewardship Ontario (the "Sponsor"). The contest starts at 12:00:00am EST on Thursday, October 2, 2014 and closes at 11:59:59pm EST on Thursday, October 30, 2014 (the "Contest Period").

1. **ELIGIBILITY:** To enter and be eligible to win, a person must be a resident of Ontario at the time of entry and who is not an employee of the Sponsor, its affiliated companies or agents, its respective advertising or promotional agencies or the independent contest organization or a member of any such employee's immediate family (regardless of where they live) or persons with whom they are domiciled (whether related to the employee or not). In these Official Rules, "immediate family" includes mother, father, brothers, sisters, sons, daughters, partner or spouse.

## **Responsibility for Minors**

To Contest Entrants under 18: If you are a minor, you must have permission from a parent or guardian to participate in the Contest.

To Parents/Guardians of Entrants: In cases where you have authorized a minor to participate in the Contest, you recognize that you are fully responsible for: (i) the online conduct of such minor; (ii) controlling the minor's access to and use of resources utilized in the delivery of the Contest; and (iii) the consequences of any misuse by the minor.

- 2. HOW TO ENTER THE CONTEST: To enter the Contest, the entrant must complete the quiz on the Orange Drop website at <a href="http://www.makethedrop.ca/learn">http://www.makethedrop.ca/learn</a> and submit their first name, last name and email address upon quiz completion. By entering the Contest, you confirm that you are a resident of Ontario and that you have read and agreed to the Official Contest Rules and Regulations and Stewardship Ontario's <a href="https://erivacy.policy">Privacy.policy</a> and that if under the age of 18 years, your parent or guardian has consented to your participation.
  - 1. All Entries are subject to verification. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor including, without limitation, government issued photo identification) to enter this Contest. Failure to provide such proof in a timely manner may result in

disqualification. The sole determinant of the time for the purposes of valid Entry in this Contest will be the Contest server machine(s).

- 2. Limit of one (1) entry per person. The Sponsor reserves the right to determine the validity of each entry at its discretion.
- **3. Prize:** There is one (1) prize available to be won a recycled bike from The Recycle.

The Recycle is not affiliated with the Contest.

Please note that the prize is subject to <u>Terms and Conditions</u>.

Prizes must be accepted as awarded without substitution and are not transferable. The Sponsor reserves the right in the event that a Prize or any component of a Prize cannot be awarded as described for any reason, to substitute another prize or component of a prize of equal or greater value, without liability. Limit of one (1) prize per person.

- **4. RANDOM SELECTION:** A Random Draw will be held at the end of the Contest Period. The Random Draw will be held at the Stewardship Ontario office at 1 St. Clair West, 7<sup>th</sup> Floor, Toronto ON, from all eligible entries received prior to the 11:59:59pm deadline during the Contest Period. The Prize draw will be conducted by a representative of the Sponsor from among all eligible entries received prior to a Draw. The odds of winning a Prize depend on the total number of eligible entries received prior to a draw. If for any reason there are no entries for a particular Draw, the Prize will not be awarded.
- 5. AWARDING OF A PRIZE: To be declared a Prize winner, each selected entrant must first have complied with the Rules and must correctly answer a mathematical skill-testing question by email or telephone. If a selected entrant fails to correctly answer the skill testing question, then he/she will be disqualified and another entrant will be randomly selected. Upon verification, each Prize winner will be called by the Sponsor with instructions on how he or she may receive his/her prize. The Prize will be distributed to the winner by pre-paid courier, which will require signature by the recipient as confirmation of delivery, which signature confirmation shall be taken under these Rules as proof of delivery to the winner.

The eligible winner will be instructed on how to claim the Prize, which will consist of the following: (a) signing a standard release form (the "Release") confirming compliance with, and agreement to be bound by, these Rules; (b) acceptance of the Prize as awarded; (c) releasing the Sponsor, its directors, officers, partners, agents, subcontractors, employees, from any and all liability; and, (d) complying with any other reasonable requests for information by the Sponsor, the independent contest organization or their respective subcontractors and/or representatives.

**6. DELIVERY OF THE PRIZE:** The Sponsor, the independent contest organization and/or their respective subcontractors and/or representatives shall have a maximum of forty-eight (48)

hours to attempt to contact an eligible winner. The first such contact will be attempted by email within twelve (12) hours of the selection of the winners as set forth in Section 4 of these Rules, and if unsuccessful, further attempts to contact an eligible winner will be made on three (3) further occasions by email, at the discretion of the Sponsor. Once contacted, the eligible winner must claim the Grand Prize as set forth in Section 5 of these Rules. If an eligible winner cannot be contacted within three (3) business days, or if contacted, does not claim his or her Grand Prize as set forth in Section 5 of these Rules, or does not meet all of the Contest conditions, he/she will forfeit the Grand Prize. The Sponsor shall not have any obligation to select another entrant as the winner in the event that the prize is forfeited.

- 7. This promotion is in no way sponsored, endorsed or administered by, or associated with <a href="The Recycle">The Recycle</a>. Entrants are providing their information to Stewardship Ontario and not to <a href="The Recycle">The Recycle</a>. The information provided will only be used on determining the contest winner. All personal data collected are for the purpose of administering this Contest. No further information or marketing communications will be received by entrants unless entrants provide the Contest Sponsors with explicit permission to do so.
- **8. GENERAL:** By entering the Contest, entrants agree to abide by these official rules and the decisions of the independent contest organization with respect to all aspects of the Contest, which decisions are final. Each entrant agrees to complete a release of The Recycle and acknowledges that the promotion is in no way sponsored, endorsed or administered by, or associated with The Recycle.
- **9.** By entering and accepting a Prize, each winner consents to the use of his/her name, address (city and province) and/or photograph without further remuneration, in connection with any publicity carried out by or on behalf of the Sponsor with respect to the Contest.
- 10. The Sponsor and the independent contest organization accept no responsibility for loss, damage or claims caused by or resulting from the Contest or acceptance of a Prize. The Sponsor will not be responsible for late, lost, illegible, incomplete, falsified or destroyed entries and all such entries are void. Entries that have been falsified, tampered with or altered are void. The Sponsor and the independent contest organization will not be liable for any failure of the Contest Website, nor assume any responsibility for incorrect or inaccurate capture of entry information, technical malfunctions, human or technical error, printing errors, lost, delayed or garbled data or transmissions, omission, interruption deletion, defect or failures of any telephone or computer lines or networks, computer equipment, software or any combination thereof. Entry material/data that have been tampered with or altered are void. In the event it is determined that an entrant has entered in a fashion not sanctioned by these Rules and/or has submitted more that the number of entries permitted by these rules, the entrant will be disqualified and all of the entries submitted by the entrant will be disqualified. In the event of a dispute, entries will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the person who is

assigned an email address by a service provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. If the identity of an entrant is disputed, the authorized account holder associated with the email account at the time of entry will be deemed to be the entrant. A selected entrant may be required to provide proof that he/she is authorized to be the entrant. A selected entrant may be required with the selected entry. The sole determinant of the time for the purposes of a valid entry in this contest will be the contest server machine(s).

- 11. The Sponsor reserves the right, to terminate or amend this Contest at any time and in any way, without prior notice. Without limiting the foregoing, if, for any reason, the Contest is not capable of running as originally planned, such as tampering, the Sponsor reserves the right, to cancel the Contest and conduct the draw from all previously received eligible entries received by the Contest Closing Date. The Sponsor and shall not be held responsible for any problems, errors or negligence that may arise or occur in connection with the Contest.
- **12.** All entries become the permanent property of the Sponsor and none will be returned. No correspondence will be entered into, except with the selected entrants. The Contest is subject to all applicable federal, provincial and municipal laws.
- 13. The Sponsor respects your rights to privacy. Personal information collected from entrants will only be used by the Sponsor to administer the Contest and fulfill any prize requirements and, only if consent is given at the time of entry, to provide the entrants with information regarding upcoming promotions and/or events from the Sponsor. For more information regarding the manner of collection, use and disclosure of personal information by the sponsor, please refer to the Sponsor's privacy policy, available at <a href="http://www.stewardshipontario.ca/privacy-policy/">http://www.stewardshipontario.ca/privacy-policy/</a>.